

11197: 00021176

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

-----X
WESTCHESTER BUILDING COMPANY, LLC,

Plaintiff,

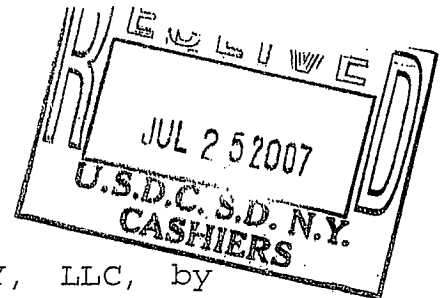
-against-

AMERIQUEST MORTGAGE COMPANY,

Defendant.
-----X

Case No. 07CIV6386

AMENDED
COMPLAINT



Plaintiff WESTCHESTER BUILDING COMPANY, LLC, by
and through its attorneys, ITKOWITZ & HARWOOD, as and for
their complaint as against Defendant AMERIQUEST MORTGAGE
COMPANY, hereby allege as follows:

1. At all relevant times herein, Plaintiff
WESTCHESTER BUILDING COMPANY, LLC ("Plaintiff") is a limited
liability corporation with a principal place of business in
the city of New York, State of New York.

2. At all relevant times herein, Defendant
AMERIQUEST MORTGAGE COMPANY ("Defendant") is a corporation
incorporated in the state of Delaware with a principal place
of business in the city of Orange, State of California.

3. At all relevant times herein, Plaintiff is a
citizen of the state of New York with a principal place of
business at 750 Lexington Avenue, New York, New York 10022.

4. At all relevant times herein, Defendant is a
citizen of the state of California with a principal place of

business at 1100 Town and Country Road, Suite 1100, Orange, California 92868.

5. This Court has subject matter jurisdiction over this action pursuant to 28 U.S.C. § 1332 by virtue of the diversity of citizenship as between Plaintiff and Defendant, and the amount in controversy which exceeds, exclusive of interest and costs, the sum or value of seventy-five thousand dollars (\$75,000.00).

6. Plaintiff is the owner and landlord of the building located at 333 Westchester Avenue, White Plains, New York 10605 (the "Building").

7. By written agreement of a Lease made as of February 18, 2003, as amended by First Amendment of Lease dated July 30, 2003, as further amended by Second Amendment of Lease dated July 30, 2003, and as further amended by Third Amendment of Lease dated July 30, 2003 (collectively referred to as the "Lease"; copy annexed hereto as Ex. "1"), Plaintiff, as Landlord, leased the Entire Ground, 1st and 2nd Floor and Entire Terrace Level in the North Building, and Entire Ground Floor and Entire 2nd Floor in the East Building of the Building (the "Premises") to Defendant, as Tenant, for a term of approximately six (6) years and six (6) months, ending on October 31, 2009.

8. Pursuant to the Lease, Defendant is obligated to Plaintiff for all base and additional rent and other

charges payable by Tenant, for so long as Defendant is in possession of the Premises.

9. Defendant violated its obligations pursuant to the Lease by failing to pay base rent and additional rent for the month of July 2007, in the total amount of Four Hundred Twelve Thousand One Hundred Sixty-Nine Dollars and Eighty-Eight Cents (\$ 412,696.88) by the 1st day of July, 2007.

AS AND FOR A FIRST CAUSE OF ACTION

10. Plaintiff repeats and realleges all of the allegations set forth in paragraphs "1" through "9" as if fully set forth below.

11. Defendant breached its Lease with Plaintiff by defaulting in the payment of base rent and additional rent as required by the Lease, for the month of July, 2007.

12. Defendant's breach of the Lease due to its refusal to pay base rent and additional rent has caused damages to Plaintiff in the form of unpaid and/or lost rents.

13. There is currently due to Plaintiff an amount of \$ 412,696.88 in unpaid and/or lost for the month of July 2007, which continues to remain unpaid.

14. Based upon the foregoing, Plaintiff is entitled to entry of a money judgment in favor of Plaintiff, and against Defendant, in the amount of \$ 412,696.88,

representing base rent and additional rent for July 2007, plus interest, allowable attorneys' fees and costs and disbursements of this action.

WHEREFORE, Plaintiff demands judgment against Defendant as follows:

- (a) On the first cause of action, a money judgment in favor of Plaintiff and against Defendant in the amount of \$ 412,696.88, including interest, allowable attorneys' fees and costs and disbursements of this action; and
- (b) granting Plaintiff such other and further relief as to this Court seems just and proper.

Dated: New York, New York
July 25, 2007

ITKOWITZ & HARWOOD
Attorneys for Plaintiff
WESTCHESTER BUILDING COMPANY, LLC

By: _____

Jay B. Itkowitz, Esq.
(JBI5349)
305 Broadway, 7th Floor
New York, New York 10007
(646) 822-1801